

AFTER RECORDING RETURN TO:

PACIFICORP
Attn: Property Department
825 NE Multnomah, Suite 1700
Portland, Oregon 97232

Grantor: Des Verley
Grantee: PacifiCorp
Legal: SPLIT OFF PARCEL # 03100300010500 ON 06/01/2010
Tax Parcel: 03100300010000

**SECOND AMENDMENT
TO GROUNDWATER WELL SETTLEMENT AGREEMENT,
COVENANT, AND RELEASE**

This Second Amendment to Groundwater Well Settlement Agreement, Covenant, and Release ("**Second Amendment**") and all Exhibits attached hereto, is by and between PacifiCorp, an Oregon corporation, dba PacifiCorp Energy ("**PacifiCorp**"), and Des Verley (the "**Well Owner**").

Background

- A. PacifiCorp and the Well Owner entered into that certain *Groundwater Well Settlement Agreement, Covenant, and Release* dated September 25, 2012 (the "**Agreement**"). The Agreement included **Addendum A**.
- B. PacifiCorp and the Well Owner subsequently entered into that certain *First Amendment to Groundwater Well Settlement Agreement, Covenant, and Release* dated October 15, 2012 ("**First Amendment**") amending the Agreement (including Addendum A).
- C. The Agreement, as amended by the First Amendment, addressed reimbursement for certain costs associated with work to modify an existing groundwater well at Well Owner's Property, which was incorrectly identified as Skamania County, Washington Tax Lot 03100300010500 and further described in the Agreement.
- D. PacifiCorp and the Well Owner desire to further amend the Agreement as set forth below.

Terms and Conditions

Now, therefore, the Agreement is hereby amended as follows:

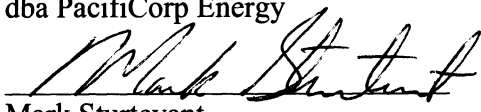
- 1. All references in the Agreement to "Skamania County, Washington Tax Lot 03100300010500" are deleted and replaced with "Skamania County, Washington Tax Lot 03100300010000".
- 2. All references in the Agreement to "W 1/2 OF THE NW 1/4 OF THE NE 1/4~" are deleted and replaced with "SPLIT OFF PARCEL # 03100300010500 ON 06/01/2010".

3. Except as modified herein, all other terms and conditions of the Agreement and Addendum A (as amended by the First Amendment) shall remain in full force and effect.

EXECUTED IN DUPLICATE AS OF THE DATES SET FORTH BELOW.

Agreed:

PacifiCorp, an Oregon corporation
dba PacifiCorp Energy


Mark Sturtevant,
Managing Director, Hydro Resources

Date: 11/6/2013

Well Owner


Des Verley

Date: 10/30/13

Unofficial Copy